

SUBDIVISION RESTRICTIVE COVENANTS FOR TERRAMAR BEACH MARINA SUBDIVISION

THE STATE OF TEXAS :
: KNOW ALL MEN BY THESE PRESENTS :
COUNTY OF GALVESTON :

136615

THAT TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, A NON-PROFIT TEXAS CORPORATION, WITH PRINCIPAL BUSINESS IN GALVESTON COUNTY, TEXAS, HEREINAFTER REFERRED TO AS "ASSOCIATION", ACTING HEREIN BY ITS DULY ELECTED BOARD OF DIRECTORS OF RECORD AT DATE OF THIS INSTRUMENT, AND BY VIRTUE OF ITS DULY VESTED AUTHORITY AT THIS DATE, DOES HEREBY, AND BY THESE PRESENTS, IMPOSE AND DECLARE THE FOLLOWING COVENANTS OF RESTRICTIONS, RESERVATIONS AND CONDITIONS FOR AND UPON THAT CERTAIN TRACT OR PARCEL OF LAND, BEING 1.82849 ACRES, MORE OR LESS, IN DIVISION 4, SECTION 13, HALL AND JONES SURVEY, ABSTRACT 121, GALVESTON ISLAND, GALVESTON COUNTY, TEXAS, BEING KNOWN AS "TERRAMAR BEACH MARINA SUBDIVISION" AND CONSISTING OF FIVE (5) LOTS (OR TRACTS), HEREINAFTER REFERRED TO AS "LOTS", ACCORDING TO THE MAP OF SAID TERRAMAR BEACH MARINA SUBDIVISION DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF SAID GALVESTON COUNTY, TEXAS, IN PLAT RECORD NO. 15, MAP NO. 82, SAID MAP OF SAID TERRAMAR BEACH MARINA SUBDIVISION BEING HEREBY MADE A PART HEREOF FOR ALL RELEVANT PURPOSES AND CONDITIONS, AND THESE SAID COVENANTS OF RESTRICTIONS, RESERVATIONS AND CONDITIONS ARE BEING HEREINAFTER REFERRED TO AS "RESTRICTIONS", AND ARE HERE NOW SET FORTH AS FOLLOWS:

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THESE RESTRICTIONS SHALL APPLY TO ALL LOTS, AND ALL OWNERS OF SUCH LOTS, IN SAID TERRAMAR BEACH MARINA SUBDIVISION, AND SHALL RUN WITH THE LAND FOR ALL TIME WITHOUT END, EXCEPT, HOWEVER, SUCH RESTRICTIONS MAY BE CHANGED OR REVISED BY UNANIMOUS WRITTEN CONSENT OF ALL LOT OWNERS IN SAID TERRAMAR BEACH MARINA SUBDIVISION TOGETHER WITH RATIFICATION OF ANY SUCH CHANGE OR REVISION BY NOT LESS THAN SEVENTY FIVE PER CENT (75%) OF ASSOCIATION MEMBERS IN GOOD STANDING ("GOOD STANDING" MEANING HAVING PAID IN FULL ALL FEES DUE FROM THEM TO ASSOCIATION) AT DATE OF A REGULAR OR SPECIAL MEETING OF THE ASSOCIATION MEMBERSHIP, EXCEPT FURTHER, HOWEVER, NO CHANGE OR REVISION OF THESE RESTRICTIONS CAN BE MADE TO EFFECT ONLY A PART OF SAID SUBDIVISION, ANY SUCH CHANGE OR REVISION, IF ANY, BEING NECESSARY FOR THE ENTIRE SUBDIVISION. THE BOARD OF DIRECTORS OF SAID ASSOCIATION SHALL NOT HAVE ANY AUTHORITY HEREAFTER TO CHANGE OR REVISE THESE RESTRICTIONS, EXCEPT BY AUTHORITY DULY GRANTED TO THEM, IF SO GRANTED, IN THE ABOVE STIPULATED MANNER FOR ACCOMPLISHMENT OF ANY SUCH CHANGES OR REVISIONS.

STREET AND UTILITY EASEMENT: THERE IS HEREBY RESERVED UNTO ASSOCIATION WITHOUT LIMITATION, AND UNTO ITS SUCCESSORS AND ASSIGNS, THE EXCLUSIVE RIGHT AND EASEMENT IN, ON, OVER AND ACROSS ALL STREETS, AND RIGHTS OF WAYS THEREFOR, WITHIN TERRAMAR BEACH SUBDIVISION, ACCORDING TO THE MAPS OF ALL SECTIONS THEREOF RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND ALL STREETS AND RIGHTS OF WAYS THEREFOR WHICH IN ANY MANNER NOW SERVE, OR WHICH MAY HEREAFTER SERVE, AS INGRESS AND EGRESS ROUTES FOR ANY OF THE LOTS IN SAID TERRAMAR BEACH MARINA SUBDIVISION, TO LAY, CONSTRUCT, MAINTAIN, OPERATE, ALTER OR REMOVE, WATER LINES, GAS LINES, ELECTRIC LINES, SEWER LINES, AND ANY TYPE OF SERVICE OR UTILITY LINES, IT BEING FURTHER RESERVED UNTO ASSOCIATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO GRANT FRANCHISES OR EASEMENTS FOR SAID PURPOSES TO UTILITY OR COMPANY OWNERS OF SUCH SERVICES, PROVIDED SAME SHALL BE BENEFICIAL TO LOT OWNERS IN EITHER TERRAMAR BEACH MARINA SUBDIVISION OR TERRAMAR BEACH SUBDIVISION.

TERRAMAR BEACH MARINA SUBDIVISION -- RESTRICTIONS, CONT'D.

LAND USE AND BUILDING TYPE: THERE SHALL BE NO LOTS IN SAID TERRAMAR BEACH MARINA SUBDIVISION, AS NOW DEVELOPED, OR WHICH MAY BE HEREAFTER DEVELOPED, SUCH LOTS BEING INDICATED ON THE RECORDED MAP OR MAPS THEREOF, USED FOR ANY PURPOSE WHATSOEVER OTHER THAN PRIVATE SINGLE-FAMILY RESIDENTIAL DWELLING HOUSES, AND NO PART OF SAID HOUSES SHALL BE IN ANY MANNER USED FOR ANY KIND OF BUSINESS OR COMMERCIAL PURPOSES WHATSOEVER, NOR SHALL ANY HOUSES IN THIS SUBDIVISION BE USED AS MULTI-FAMILY HOUSES, OR IN ANY MANNER USED FOR ANY TYPE OF TRANSIENT RENTAL UNITS, AND ALL OF SAID HOUSES, AND THE PROPERTIES ON WHICH THEY ARE SITUATED, SHALL BE KEPT IN GOOD REPAIR TO PRESERVE THE ATTRACTIVENESS AND STRUCTURAL SOUNDNESS OF SAID STRUCTURES, IT BEING EXPRESSLY UNDERSTOOD AND AGREED THAT PROPERTY OWNERS IN THIS SUBDIVISION MAY BE HELD LIABLE IN DAMAGES FOR FAILURE TO MAINTAIN SAID PROPERTY AND PREMISES IN GOOD REPAIR AND CLEAN CONDITION, WHICH SUCH FAILURE DOES IN FACT RESULT IN ANY DEVALUATION OF ADJACENT PROPERTIES OR CONSTITUTE A NUISANCE TO THE OTHER PROPERTY OWNERS IN THIS SUBDIVISION.

TEMPORARY OR PERIODIC RENTAL OF AN OWNER'S HOUSE SHALL NOT CONSTITUTE A BUSINESS OR COMMERCIAL USE OF SAID PROPERTY UNLESS OWNER SHALL MAINTAIN SAID PROPERTY FOR RENTAL PURPOSES ONLY, THIS THEN BEING IN VIOLATION OF THESE RESTRICTIONS.

IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED THAT NO TENT, LEAN-TO, HOUSE-TRAILER, CAMP-TRAILER, MOBILE-CAMPER, PORTABLE BUILDING, OR ANY TYPE OF TEMPORARY LIVING FACILITY OF ANY TYPE OR KIND SHALL BE PLACED OR PARKED ON SAID LOTS IN THIS SUBDIVISION FOR USE AS LIVING QUARTERS FOR ANY PERIOD OF TIME WHATSOEVER, AND ANY VIOLATION OF THIS COVENANT SHALL PLACE OWNER LIABLE IN DAMAGES TO ASSOCIATION FOR THE SUM OF NOT LESS THAN \$25.00 PER DAY OF SUCH VIOLATION, SAID SUM TO BE SUBJECT TO CHANGE UPWARD BY ASSOCIATION, ACTING THROUGH ITS BOARD OF DIRECTORS FOR THIS PURPOSE. AND NO DETACHED BUILDING OF ANY KIND SHALL BE PLACED ON SAID LOTS FOR ANY KIND OF STORAGE FACILITY, NOR SHALL ANY OF THE ABOVE LISTED TYPE OF UNITS BE PLACED ON SAID LOTS AS A PLACE FOR THEIR STORAGE.

ARCHITECTURAL CONTROL: NO BUILDING OR STRUCTURE OF ANY KIND, INCLUDING SAID PRIVATE SINGLE FAMILY DWELLING HOUSES, AND BOAT HOUSING OR BOAT LIFT FACILITIES, IF ANY, SHALL BE ERRECTED OR CONSTRUCTED, OR ALTERED IN ANY MANNER, ON ANY LOT IN THIS SUBDIVISION WITHOUT WRITTEN APPROVAL BY MEANS OF ARCHITECTURAL CONTROL BUILDING PERMIT FROM ASSOCIATION, ACTING BY AND THROUGH ITS DULY APPOINTED AND AUTHORIZED ARCHITECTURAL CONTROL COMMITTEE, IT BEING THE RIGHT OF ANY APPLICANT FOR SUCH A PERMIT TO APPEAL ANY DECISIONS OF SAID COMMITTEE TO THE BOARD OF DIRECTORS OF SAID ASSOCIATION, AND ANY SUCH SUCCEEDING DECISION OF SAID BOARD OF DIRECTORS SHALL SUPERSEDE AND BE FINAL FOR ANY RELEVANT APPEAL.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PRIOR TO START OF ANY CONSTRUCTION OF ANY KIND ON SAID LOTS, OWNER OR BUILDER SHALL SUBMIT TO SAID ARCHITECTURAL CONTROL COMMITTEE AT LEAST TWO (2) COMPLETE SETS OF BUILDING PLANS AND SPECIFICATIONS, TOGETHER WITH A PLOT PLAN SHOWING LOCATION OF STRUCTURES TO BE BUILT ON THE LOT, AND ALSO SHALL FURNISH AN ELEVATION CERTIFICATE FOR THE LOT FROM A REGISTERED SURVEYOR OR ENGINEER.

NO CONSTRUCTION OF ANY KIND SHALL BE COMMENCED ON ANY LOT IN THIS SUBDIVISION PRIOR TO ISSUANCE OF SAID ARCHITECTURAL CONTROL BUILDING PERMIT BY ASSOCIATION, THROUGH ITS ARCHITECTURAL CONTROL COMMITTEE, OR ITS BOARD OF DIRECTORS, AS THE CASE MAY BE.

IT SHALL BE THE UNQUALIFIED AUTHORITY OF THE ARCHITECTURAL CONTROL COMMITTEE, OR THE BOARD OF DIRECTORS, AS THE CASE MAY BE, TO APPROVE OR DISAPPROVE ANY BUILDING PLANS AND/OR SPECIFICATIONS, AND TO STIPULATE THE TYPE AND GRADE OF ALL MATERIALS USED IN ANY STRUCTURES ON SAID LOTS, AND TO APPROVE OR DISAPPROVE QUALITY OF WORKMANSHIP, AND ALL STRUCTURAL DETAILS, USED IN CONSTRUCTION OF ANY STRUCTURES ON SAID LOTS IN THIS SUBDIVISION, AND TO APPROVE OR DISAPPROVE HARMONY OF GENERAL EXTERIOR DESIGN IN RELATION TO OTHER STRUCTURES ON SAID LOTS.

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IT IS FURTHER EXPRESSLY UNDERSTOOD AND AGREED THAT ANY VIOLATION OF REQUIREMENTS AS STIPULATED BY SAID ARCHITECTURAL CONTROL COMMITTEE WITH ISSUANCE OF SAID ARCHITECTURAL CONTROL BUILDING PERMIT SHALL PLACE OWNER AND BUILDER LIABLE IN DAMAGES FOR ANY EXPENSES INCURRED BY ASSOCIATION, OR ANY EFFECTED PROPERTY OWNER, IN ENFORCEMENT OF SAID BUILDING PERMIT REQUIREMENTS.

DWELLING HOUSE SIZE: THE MAIN FLOOR AREA OF THE PERMANENTLY ENCLOSED MAIN DWELLING HOUSE, NOT INCLUDING OPEN OR SCREENED PORCHES OR DECKS, AND NOT INCLUDING ANY AREA ENCLOSED BENEATH OR ABOVE SAID MAIN FLOOR, SHALL BE NOT LESS THAN TWELVE HUNDRED (1200) SQUARE FEET, AND IT IS HERE PROVIDED THAT NO SUCH DWELLING HOUSE SHALL BE CONSTRUCTED ON THESE LOTS ON FOUNDATION PILING LESS THAN 8" x 8" ROUGH PRESSURE TREATED PENTA (OR EQUIVALENT APPROVED BY SAID ARCHITECTURAL CONTROL COMMITTEE) SET NOT LESS THAN TEN (10) FEET SUB-SURFACE BELOW MEAN ELEVATION OF LOT, AND NOT LESS THAN TEN (10) FEET IN HEIGHT ABOVE SAID ELEVATION OF LOT FOR FINISHED FLOOR, BUT IN NO EVENT LOWER THAN REQUIRED ELEVATION OF NATIONAL FLOOD INSURANCE ACT, AS SAME MAY APPEAR AT TIME OF ANY CONSTRUCTION ON SAID LOTS. AND IT SHALL BE FURTHER REQUIRED THAT SAID FOUNDATION PILING SHALL BE SET NOT MORE THAN TEN (10) FEET ON-CENTERS APART ALONG GIRDER LINES, AND NOT MORE THAN TWELVE (12) FEET ON-CENTERS APART BETWEEN SAID GIRDER LINES. ALL OTHER STRUCTURAL DETAILS SHALL BE SUBJECT TO APPROVAL OF ASSOCIATION IN MANNER AS HEREINABOVE SET FORTH. FURTHER, THERE SHALL BE NO DWELLING HOUSE CONSTRUCTED ON THESE LOTS MORE THAN TWO (2) STORIES IN HEIGHT, EXCLUSIVE OF HEIGHT FROM LOT GRADE UP TO FIRST FLOOR LEVEL.

BUILDING LOCATION: NO DWELLING HOUSE SHALL BE SET NEARER TO THE SOUTHERLY LINE OF THESE LOTS THAN THE FIFTEEN (15) FEET SET-BACK LINE SHOWN ON THE RECORDED MAP OF SAID TERRAMAR BEACH MARINA SUBDIVISION, AND SHALL NOT BE SET NEARER THAN TEN (10) FEET TO THE SIDE LINE OF SAID LOTS, EXCEPT THAT LOCATION OF ANY STRUCTURE ON SAID LOTS SHALL BE SUBJECT TO APPROVAL OF SAID ARCHITECTURAL CONTROL COMMITTEE, OR BOARD OF DIRECTORS OF ASSOCIATION, AS THE CASE MAY BE.

NO FOUNDATION PILING FOR DWELLING HOUSE SHALL BE SET NEARER THAN THREE (3) FEET TO ANY BULKHEAD STRUCTURE ON SAID LOTS, AND FOUNDATION PILING SET FOR ANY PERMITTED BOAT HOUSE OR BOAT LIFT FACILITY SET IN WATER AREA SHALL BE NOT LESS THAN 8" x 8" ROUGH SQUARE, OR ELEVEN (11) INCH DIAMETER ROUND, NOT LESS THAN SIXTEEN (16) LB. PRESSURE TREATED CREOSOTE (OR EQUIVALENT APPROVED BY ARCHITECTURAL CONTROL COMMITTEE) SET SUB-SURFACE BELOW THE LAND BENEATH THE WATER AND NOT LESS THAN A DISTANCE TO SEAT ON SOLID FOOTING SOIL MATERIAL. SAID (3) FEET FROM BULKHEAD BEING ON LAND SIDE.

FENCES: THE OWNERS OF LOTS IN THIS TERRAMAR BEACH MARINA SUBDIVISION SHALL HAVE THE RIGHT TO FENCE THEIR ENTIRE LOT, PROVIDED THAT SUCH FENCE SHALL NOT BE MORE THAN FIVE (5) FEET IN HEIGHT ABOVE THE LOT GRADE, AND SHALL NOT OBSTRUCT THE VIEW OF NEIGHBORING LOT OWNERS, AND SHALL NOT OBSTRUCT THE FREE FLOW OF AIR AND BREEZES TO NEIGHBORING LOT OWNERS, IT BEING FURTHER PROVIDED THAT ALL FENCES SHALL BE SUBJECT TO APPROVAL OF SAID ARCHITECTURAL CONTROL COMMITTEE.

NUISANCES: NO NOXIOUS OR OFFENSIVE FACILITIES SHALL BE CARRIED ON OR UPON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE ON SAID LOTS WHICH MAY BECOME AN ANNOYANCE TO NEIGHBORING PROPERTY OWNERS, AND ANY LOT OWNER WHO SHALL PERFORM ANY ACTS ON SAID LOTS IN VIOLATION OF ANY FEDERAL, STATE, OR LOCAL LAWS, SHALL BE SUBJECT TO ARREST AND CRIMINAL PROSECUTION FOR ANY SUCH ILLEGAL ACTS OR PERFORMANCES.

OIL AND MINING OPERATION: THE LOTS IN THIS SUBDIVISION SHALL BE SUBJECT TO ANY RESERVATIONS, EASEMENTS, CONDITIONS AND COVENANTS OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AS SAME SHALL STILL REMAIN IN FORCE AND BE ENFORCEABLE AGAINST SAID LOTS.

CULVERTS: DRIVEWAYS SERVING INGRESS AND EGRESS FOR THESE LOTS SHALL NOT IMPEDE DRAINAGE OF SURFACE WATERS FROM ANY SOURCE, AND WHERE NECESSARY, CULVERT DRAIN PIPES SHALL BE INSTALLED BY LOT OWNERS, EXCEPT, SUCH DRAIN PIPES SHALL BE SUBJECT TO APPROVAL OF SAID ARCHITECTURAL CONTROL COMMITTEE.

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ANIMALS: NO HORSES, COWS, SHEEP, GOATS, SWINE, LIVESTOCK OR FOWL OF ANY KIND MAY BE KEPT OR BRED ON ANY OF SAID LOTS, EXCEPT THAT DOGS AND CATS, NOT TO EXCEED TWO (2) SUCH DOGS AND CATS, MAY BE KEPT, PROVIDED THEY ARE NOT KEPT, BRED OR MAINTAINED FOR ANY BUSINESS OR COMMERCIAL PURPOSES, BUT ONLY FOR THE PERSONAL PLEASURE OF OWNERS OF SAID LOTS.

FIREARMS: THE USE OF FIREARMS OF ANY KIND ON OR FROM THE PROPERTY OR LOTS DESIGNATED WITHIN THESE RESTRICTIONS IS EXPRESSLY PROHIBITED.

GARBAGE AND SEWAGE DISPOSAL: NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING PLACE FOR GARBAGE, TRASH OR RUBBISH OF ANY KIND. NO LOT SHALL BE USED FOR A STORAGE PLACE FOR OLD OR NEW LUMBER, OR MATERIALS OF ANY KIND, OR MACHINES OR EQUIPMENT EXCEPT DURING PERIOD OF CONSTRUCTION ON SAID LOTS, EXCEPT SAID ITEMS (LUMBER OR MACHINES) MAY BE KEPT IN ENCLOSURES BENEATH A DWELLING HOUSE ON SAID LOTS.

TRASH, RUBBISH AND GARBAGE SHALL BE KEPT ONLY IN SANITARY ANIMAL-PROOF CONTAINERS, AND ALL SUCH CONTAINERS SHALL BE KEPT CLEAN AND IN SANITARY CONDITION AT ALL TIMES.

EACH DWELLING HOUSE ON SAID LOTS SHALL BE CONNECTED TO AN ADEQUATE SEWER SYSTEM, PUBLIC SEWER SYSTEM OR STATE APPROVED SEPTIC TANK SEWER SYSTEM. NO SEWER SYSTEM SHALL BE ALLOWED TO DRAIN IN ANY MANNER INTO ANY DITCHES OR WATERWAYS WITHIN OR ADJACENT TO SAID LOTS OR TERRAMAR BEACH SUBDIVISION.

IT SHALL BE THE AUTHORITY OF ASSOCIATION TO PROVIDE GARBAGE HANDLING SERVICE FOR SAID LOTS AND HOUSES THEREON BY AN INDEPENDENT CONTRACTOR, AND LOT OWNERS SHALL BE CHARGED FOR, AND SHALL BE OBLIGATED TO PAY, A FEE FOR SUCH GARBAGE SERVICE AS DETERMINED BY ASSOCIATION, PAYMENT OF SUCH GARBAGE FEE TO BE PAID BY OWNERS OF LOTS UPON DEMAND BY ASSOCIATION.

GRASS MOWING AND CLEANING LOTS: THE OWNERS OF LOTS IN THIS SUBDIVISION SHALL BE RESPONSIBLE FOR KEEPING THE GRASS AND WEEDS MOWED AND THE PROPERTY CLEANED IN A SANITARY CONDITION AT ALL TIMES, AND IN EVENT SAID OWNERS FAIL TO DO SO, IT SHALL BE THE RIGHT OF ASSOCIATION, OR ANY CONTRACTOR DESIGNATED AND AUTHORIZED BY ASSOCIATION, TO ENTER UPON SAID LOTS AND PREMISES AND TO MOW AND CLEAN SAID PROPERTY, IT BEING HEREBY EXPRESSLY UNDERSTOOD AND AGREED THAT NEITHER ASSOCIATION NOR ANY CONTRACTOR THEREUNDER SHALL BE HELD LIABLE IN TRESPASS OR DAMAGES FOR ENTERING UPON ANY OF SAID LOTS FOR THE PURPOSE OF MOWING AND CLEANING SAID LOTS, AND SAID OWNER OR OWNERS OF SAID LOTS SHALL BE CHARGED FOR, AND SHALL PAY IMMEDIATELY UPON DEMAND, FOR ANY COSTS OR EXPENSES INCURRED BY ASSOCIATION FOR PERFORMING SAID MOWING AND CLEANING SERVICES.

GENERAL MAINTENANCE CHARGE: THERE IS HEREBY IMPOSED UPON EACH LOT IN THIS TERRAMAR BEACH MARINA SUBDIVISION AN ANNUAL GENERAL MAINTENANCE CHARGE OF FIFTY DOLLARS (\$50.00), OR MORE AS MAY BE DEEMED NECESSARY BY THE BOARD OF DIRECTORS OF SAID ASSOCIATION, THIS SAID GENERAL MAINTENANCE CHARGE BEING DUE AND PAYABLE ON THE FIRST DAY OF JANUARY OF EACH CALENDAR YEAR, AND IF NOT SO PAID BY OWNER OF SAID LOT OR LOTS ON SAID DATE, IT SHALL BE THE RIGHT OF SAID BOARD OF DIRECTORS TO IMPOSE A LATE CHARGE ON ANY PAYMENTS PAID AFTER SAID DUE DATE, SUCH LATE CHARGE TO BE AN AMOUNT DETERMINED BY SAID BOARD OF DIRECTORS.

IT SHALL BE THE RIGHT OF SAID ASSOCIATION TO COMMINGLE THE GENERAL AND OTHER MAINTENANCE FEES COLLECTED FROM LOT OWNERS IN THIS SUBDIVISION WITH SIMILAR FEES COLLECTED FROM OTHER LOT OWNERS IN TERRAMAR BEACH SUBDIVISION AND TO USE SUCH FUNDS AS MAY BE DEEMED ADVISABLE AND NECESSARY BY THE SAID BOARD OF DIRECTORS OF SAID ASSOCIATION FOR IMPROVEMENTS, MAINTENANCE, OR CAPITAL EXPENDITURES, FOR THE BENEFIT OF THIS TERRAMAR BEACH MARINA SUBDIVISION OR ANY PART OF TERRAMAR BEACH SUBDIVISION. THE GENERAL MAINTENANCE FEE ABOVE REFERRED TO SHALL BE IN ADDITION TO ANY OTHER FEES CHARGED FOR GRASS CUTTING, CLEANING, GARBAGE SERVICE, OR ANY OTHER SERVICES FOR THE OVERALL BENEFIT OF THIS SUBDIVISION OR TERRAMAR BEACH SUBDIVISION.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY UNPAID GENERAL OR OTHER MAINTENANCE OR SERVICE FEES CHARGED AND DUE ON SAID LOTS SHALL CONSTITUTE A PRIMARY LIEN AGAINST SAID PROPERTY AND ANY IMPROVEMENTS ON THE LOTS,

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EXCEPT, HOWEVER, THAT ANY OF SAID LOT OWNERS, OR MORTGAGEES UNDER THEM, SHALL HAVE THE RIGHT TO PAY SUCH UNPAID FEES AND CHARGES, TOGETHER WITH ANY LATE CHARGES DUE THEREON, AND BY SUCH PAYMENT, SAID LIEN SHALL BE AUTOMATICALLY RELEASED. IT IS FURTHER HEREBY PROVIDED THAT IF ANY OF SAID DUE AND UNPAID FEES AND CHARGES ARE COLLECTED THROUGH ANY ATTORNEY OR LEGAL PROCESS, ALL COSTS OF SUCH COLLECTION SHALL BE PAID BY THE RESPECTIVE LOT OWNERS IMMEDIATELY UPON DEMAND BY ASSOCIATION, IT BEING UNDERSTOOD AND AGREED THAT SUCH COLLECTION COSTS SHALL BE ADDED TO SAID UNPAID FEES AND CHARGES DUE AND SHALL BECOME A PART OF SAID LIEN ON SAID LOTS IF SUCH A LIEN SHALL BE EFFECTIVE AS ABOVE SET FORTH.

IN PAYMENT FOR THE HEREINABOVE REFERRED TO MAINTENANCE AND OTHER CHARGES FOR SERVICES, THE LOT OWNERS IN THIS SUBDIVISION SHALL HAVE THE RIGHT TO USE ALL RECREATION AND OTHER FACILITIES OF TERRAMAR BEACH SUBDIVISION, PROVIDED ALL FEES, AND LATE CHARGES, IF ANY, DUE FROM THEM ARE PAID IN FULL, AND THEY SHALL HAVE THE RIGHT TO ALSO PARTICIPATE IN AND VOTE AT ALL REGULAR AND SPECIAL MEETINGS OF SAID ASSOCIATION, PROVIDED ALL SAID FEES AND LATE CHARGES, IF ANY, HAVE BEEN PAID IN FULL.

SALE OF LOTS IN THIS SUBDIVISION: ANY LOT IN THIS SUBDIVISION, IF OFFERED FOR SALE BY OWNER, SHALL BE FIRST OFFERED TO THE OWNER OF THE ADJACENT LOT, THEN TO SAID ASSOCIATION, WITH FIFTEEN (15) DAYS FOR EITHER TO ACCEPT OR REJECT THE OFFER FOR THEM TO BUY SAID PROPERTY, EXCEPT, HOWEVER, SAID LOT OWNER OFFERING SUCH LOT FOR SALE SHALL HAVE THE RIGHT TO SELL SAID PROPERTY TO A RELATIVE WITHOUT OBLIGATION TO FIRST OFFER IT TO THE ADJACENT PROPERTY OWNER OR THE ASSOCIATION.

TERM OF THESE RESTRICTIONS: ALL COVENANTS OF THESE RESTRICTIONS AND RESERVATIONS AND CONDITIONS SHALL RUN WITH THE LAND, ANY REVISIONS OR CHANGES THEREOF BEING ONLY PERMITTED AS HEREINABOVE SET FORTH ON PAGE (1).

WAIVER OR INVALIDATION: THE WAIVER OR INVALIDATION OF ANY ONE OR MORE OF THESE RESTRICTIONS, COVENANTS AND CONDITIONS BY JUDICIAL PROCESS AND ORDER OF ANY COURT OF LAW, SHALL IN NO WISE CONSTITUTE A WAIVER OF OR INVALIDATE ANY OTHER OF THE COVENANTS AND CONDITIONS OF THESE RESTRICTIONS, AND ALL OF THE REMAINING RESTRICTIONS, NOT INVALIDATED AS ABOVE SET FORTH, SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE DURATION OF THESE RESTRICTIONS AS HEREINABOVE SET FORTH.

RESPONSIBILITY FOR BREACH OF THESE RESTRICTIONS: THE TERMS, CONDITIONS AND COVENANTS OF THESE RESTRICTIONS SHALL BE BINDING UPON ALL OWNERS OF LOTS IN THIS TERRAMAR BEACH MARINA SUBDIVISION, AND BY THEIR ACCEPTANCE OF OWNERSHIP OF ANY LOT OR LOTS IN THIS SUBDIVISION, THEY SHALL THEREBY IMPLIEDLY ACCEPT ALL TERMS, CONDITIONS AND COVENANTS OF THESE RESTRICTIONS.

IT SHALL BE THE RIGHT OF SAID ASSOCIATION AND ANY LOT OWNER IN THIS SUBDIVISION TO ENFORCE FULL COMPLIANCE WITH THESE RESTRICTIONS, AND IN EVENT IT SHALL BE NECESSARY FOR SAID ASSOCIATION OR A PROPERTY OWNER IN THIS SUBDIVISION TO ENFORCE THESE RESTRICTIONS, BY ANY MEANS, AGAINST ANY VIOLATOR OF SAME, THEN SUCH VIOLATOR OR VIOLATORS SHALL BE HELD LIABLE IN DAMAGES FOR ANY AND ALL COSTS, ATTORNEY FEES, COURT COSTS, AND ANY OTHER COSTS, SUSTAINED BY SAID ASSOCIATION OR OTHER PROPERTY OWNER OR OWNERS IN ENFORCEMENT OF THESE RESTRICTIONS.

IT IS PROVIDED HERE, HOWEVER, THAT NO MEMBER OF THE BOARD OF DIRECTORS, INDIVIDUALLY, NOR THE BOARD COLLECTIVELY, SHALL BE HELD LIABLE IN ANY MANNER FOR FAILURE TO ENFORCE THESE RESTRICTIONS, SUCH ENFORCEMENT BEING A DUTY AND RESPONSIBILITY OF SAID BOARD OF DIRECTORS, BUT WITHOUT ANY PERSONAL FINANCIAL RESPONSIBILITY IN ANY MANNER FROM ANY CAUSE FROM ANY SUCH ACTION OR INACTION.

IT IS FURTHER PROVIDED THAT ANY VIOLATOR OF THESE RESTRICTIONS SHALL BE LIABLE IN DAMAGES FOR ANY DAMAGES CAUSED BY SUCH VIOLATIONS TO ANY OTHER PROPERTY OWNER IN THIS TERRAMAR BEACH MARINA SUBDIVISION, TOGETHER WITH ALL COSTS OF COLLECTING ANY SUCH DAMAGES. AND ANY SUCH VIOLATOR OF THESE RESTRICTIONS SHALL BE FURTHER LIABLE IN DAMAGES, INCLUDING ANY COSTS OF COLLECTING SUCH DAMAGES, TO ANY PROPERTY OWNER IN TERRAMAR BEACH SUBDIVISION WHO MAY BE IN ANY MANNER DAMAGED BY SUCH VIOLATIONS.

FEES AND ASSESSMENTS DUE: ALL FEES AND ASSESSMENTS CHARGED TO LOTS AND LOT OWNERS IN THIS TERRAMAR BEACH MARINA SUBDIVISION SHALL BE PAID TO TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, HEREIN REFERRED TO AS ASSOCIATION, UPON DEMAND BY ASSOCIATION, BEING DUE ON JANUARY FIRST (1ST) OF EACH CALENDAR YEAR, AND SAID ASSOCIATION SHALL ACT, AND IS HEREBY DULY AUTHORIZED TO ACT, AS CUSTODIAN OF ALL SAID FEES AND ASSESSMENTS, AND IT SHALL BE THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID ASSOCIATION TO EXPEND THE MONEY RECEIVED FROM SAID FEES AND ASSESSMENTS IN WHATEVER MANNER SAID BOARD SHALL DEEM ADVISABLE AND TO THE BEST INTEREST OF SAID TERRAMAR BEACH MARINA SUBDIVISION AND/OR TERRAMAR BEACH SUBDIVISION, INCLUDING ALL SECTIONS THEREOF, EXCEPT SAID EXPENDITURES SHALL BE GOVERNED BY THE BY-LAWS OF SAID ASSOCIATION, INCLUDING AMENDMENTS TO SAID BY-LAWS.

IT IS HEREBY SPECIFICALLY PROVIDED THAT THE SAID BOARD OF DIRECTORS, INDIVIDUALLY OR COLLECTIVELY, SHALL NOT BE HELD LIABLE IN ANY MANNER FOR ANY ACTIONS BY THEM RELEVANT TO THE EXPENDITURE OF SAID FUNDS, SUCH EXPENDITURES BEING A DECISION BY THEIR MAJORITY JUDGMENT AND WITH NO INTENT OF MISAPPLICATION OF SUCH FUNDS OR VIOLATION OF THE TRUST ENDOWED UNTO THEM WHEN DULY ELECTED TO SAID BOARD OF DIRECTORS, AND THEIR ACTIONS IN EXPENDING SAID FUNDS SHALL BE HEREBY EXEMPT FROM ANY CLAIMS OF WHATSOEVER NATURE BY ANY PROPERTY OWNER OR OWNERS IN TERRAMAR BEACH MARINA SUBDIVISION AND TERRAMAR BEACH SUBDIVISION, INCLUDING ALL SECTIONS THEREOF.

THE SAID ASSOCIATION AND ITS BOARD OF DIRECTORS ARE HEREBY RELEASED AND HELD HARMLESS FROM ANY CLAIMS WHATSOEVER BY ANY AND ALL PROPERTY OWNERS IN BOTH THE ABOVE SAID SUBDIVISIONS.

REPRESENTATION ON TERRAMAR BOARD OF DIRECTORS: THE LOT OWNERS OF THIS TERRAMAR BEACH MARINA SUBDIVISION SHALL HAVE THE RIGHT OF REPRESENTATION ON THE BOARD OF DIRECTORS OF SAID ASSOCIATION IN THE SAME MANNER AS THE VARIOUS SECTIONS OF TERRAMAR BEACH SUBDIVISION AND ACCORDING TO THE RULES FOR DIRECTORS IN THE BY-LAWS OF SAID ASSOCIATION, EXCEPT, HOWEVER, A DIRECTOR FROM THIS MARINA SUBDIVISION SHALL NOT BE LIMITED TO TWO (2) YEARS TENURE ON THE BOARD IF NO OTHER LOT OWNER THEREIN WISHES TO SERVE ON THE BOARD.

MISCELLANEOUS: IT IS HEREBY SPECIFICALLY STIPULATED THAT THERE SHALL BE NO RESTRICTION BY THE ASSOCIATION AGAINST THE LOT OWNERS IN THE TERRAMAR BEACH MARINA SUBDIVISION CONSTRUCTING BOAT SHELTERS OR BOAT LIFTS OVER THE WATER ADJACENT TO SAID LOTS, PROVIDED SAID BOAT SHELTERS OR LIFTS ARE FOR PRIVATE USE AND PLEASURE OF THE ADJACENT LOT OWNER, AND WITH NO ASPECT OF BUSINESS OR COMMERCIAL INTENT WHATSOEVER, SUBJECT, HOWEVER, TO APPROVAL OF THE TERRAMAR ARCHITECTURAL CONTROL COMMITTEE, OR BOARD OF DIRECTORS, AS THE CASE MAY BE, AS HEREINABOVE SET FORTH UNDER "ARCHITECTURAL CONTROL," AS TO DESIGN.

THE LOT OWNERS IN TERRAMAR BEACH MARINA SUBDIVISION SHALL HAVE, AND ARE HEREBY GRANTED, THE PERPETUAL, IRREVOCABLE, UNLIMITED AND FREE, BUT NOT EXCLUSIVE, USE OF ALL STREETS, AND RIGHTS OF WAYS THEREFOR, NOW DEVELOPED, OR HEREAFTER DEVELOPED, WITHIN THE BOUNDARY OF SAID TERRAMAR BEACH SUBDIVISION, PROVIDED ALL FEES AND ASSESSMENTS AS HEREINABOVE SET FORTH ARE DULY PAID AS REQUIRED HEREUNDER.

THE LOTS OF THIS TERRAMAR BEACH MARINA SUBDIVISION ARE, BY THIS WRITING, DESIGNATED AND DECLARED TO BE A PART OF TERRAMAR BEACH SUBDIVISION, EVEN THOUGH RECORDED AS A SEPARATE AND DISTINCT SUBDIVISION, FOR ALL PRACTICAL PURPOSES, BEING IN FACT AN ADDITIONAL SECTION OF SAID TERRAMAR BEACH SUBDIVISION, BEING ALSO SUBJECT TO THE BASIC RESTRICTIONS FOR SAID TERRAMAR BEACH SUBDIVISION, EXCEPT THAT THE RESTRICTIONS HEREINABOVE STIPULATED FOR THIS TERRAMAR BEACH MARINA SUBDIVISION SHALL SUPERSEDE AND TAKE PRECEDENCE OVER ANY CONFLICT OF CONDITIONS AND COVENANTS BY ANY OTHER RESTRICTIONS RELEVANT TO THE LOTS IN THIS SAID TERRAMAR MARINA SUBDIVISION. THE RESTRICTIONS SET FORTH HEREIN FOR THIS TERRAMAR BEACH MARINA SUBDIVISION SHALL PREVAIL OVER ANY OTHER RESTRICTIONS, RESERVATIONS, CONDITIONS OR COVENANTS SET FORTH IN ANY OTHER INSTRUMENT, RECORDED OR UNRECORDED.

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BE IT HEREBY ACKNOWLEDGED THAT WE, THE UNDERSIGNED,

RENE MULLER, JR.,	PRESIDENT
EDWARD V. MCGUIRE,	VICE PRESIDENT
HOWARD C. BURKHOLDER,	SECRETARY
JAMES W. WALLING,	DIRECTOR
WALTER K. FOREMAN,	DIRECTOR

DULY CONSTITUTING A QUORUM OF THE BOARD OF DIRECTORS OF TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, INC., A TEXAS CORPORATION, DO HEREBY APPROVE THE FOREGOING COVENANTS OF RESTRICTIONS FOR TERRAMAR BEACH MARINA SUBDIVISION, AND DO HEREBY FURTHER AGREE THAT SAID RESTRICTIONS SHALL BE DULY RECORDED IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS, AND DO FURTHER AGREE THAT SAID RESTRICTIONS SHALL FROM THIS DATE AND HEREAFTER PREVAIL AND BE BINDING UPON ALL LOTS AND PROPERTIES, AND ALL OWNERS THEREOF, IN SAID TERRAMAR BEACH MARINA SUBDIVISION.

BY AUTHORITY DULY VESTED IN US, WE THE UNDERSIGNED DO HEREBY EXECUTE THIS INSTRUMENT ON THIS THE 26TH DAY OF NOVEMBER, A.D., 1977.

SIGNED: *Rene Muller, Jr.*
RENE MULLER, JR., PRESIDENT

SIGNED: *Edward V. McGuire*
EDWARD V. MCGUIRE, VICE PRES.

SIGNED: *Howard C. Burkholder*
HOWARD C. BURKHOLDER, SEC'Y.

SIGNED: *James W. Walling*

SIGNED: *Walter K. Foreman*

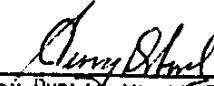
DEED OF TRUST
BOOK 2916 PAGE 725

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RENE MULLER, JR., KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS PRESIDENT OF TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, A TEXAS CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26TH DAY OF NOVEMBER, A.D., 1977.

(SEAL)



NOTARY PUBLIC IN AND FOR GALVESTON COUNTY, STATE OF TEXAS.

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED EDWARD V. MCGUIRE, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS VICE PRESIDENT OF TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, A TEXAS CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26TH DAY OF NOVEMBER, A.D., 1977.

(SEAL)



NOTARY PUBLIC IN AND FOR GALVESTON COUNTY, STATE OF TEXAS.

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED HOWARD C. BURKHOLDER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS SECRETARY OF TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, A TEXAS CORPORATION, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED, AND AS THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26TH DAY OF NOVEMBER, A.D., 1977.

(SEAL)


NOTARY PUBLIC IN AND FOR GALVESTON COUNTY, STATE OF TEXAS.

BOOK 2916 PAGE 726

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

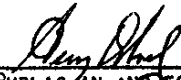
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY

PERSONALLY APPEARED JAMES W. WALLING, KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS A DIRECTOR OF
TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, A TEXAS CORPORATION,
AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND
CONSIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED, AND AS
THE ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26TH DAY OF

NOVEMBER, A.D., 1977.

(SEAL)



NOTARY PUBLIC IN AND FOR GALVESTON
COUNTY, STATE OF TEXAS.

THE STATE OF TEXAS :
COUNTY OF GALVESTON :

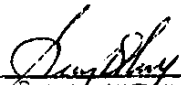
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY

PERSONALLY APPEARED WALTER K. FOREMAN, KNOWN TO ME TO BE THE PERSON
WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AS A DIRECTOR OF
TERRAMAR BEACH COMMUNITY IMPROVEMENT ASSOCIATION, A TEXAS CORPORATION,
AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CON-
SIDERATION THEREIN EXPRESSED, IN THE CAPACITY THEREIN STATED, AND AS THE
ACT AND DEED OF SAID CORPORATION.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 26TH DAY OF

NOVEMBER, A.D., 1977.

(SEAL)



NOTARY PUBLIC IN AND FOR GALVESTON
COUNTY, STATE OF TEXAS.

GEORGE B. WOOD
BY COMMISSION EXPIRES 5-31-79

DEED OF TRUST
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